
State: District of Columbia **First Filing Company:** Executive Risk Indemnity Inc., ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Protection For Community Association
Project Name/Number: 20-PR-2017940/20-PR-2017940

Filing at a Glance

Companies: Executive Risk Indemnity Inc.
Federal Insurance Company

Product Name: Protection For Community Association

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Filing Type: Form

Date Submitted: 02/07/2020

SERFF Tr Num: ACEH-132237105

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: 20-PR-2017940

Effective Date: On Approval

Requested (New):

Effective Date: On Approval

Requested (Renewal):

Author(s): Deborah Fox

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia **First Filing Company:** Executive Risk Indemnity Inc., ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations
Product Name: Protection For Community Association
Project Name/Number: 20-PR-2017940/20-PR-2017940

General Information

Project Name: 20-PR-2017940 Status of Filing in Domicile: Pending
Project Number: 20-PR-2017940 Domicile Status Comments:
Reference Organization: Reference Number:
Reference Title: Advisory Org. Circular:
Filing Status Changed: 02/07/2020
State Status Changed: Deemer Date:
Created By: Deborah Fox Submitted By: Deborah Fox
Corresponding Filing Tracking Number:

Filing Description:

We are filing supplemental endorsements for your approval or acknowledgement, to be used with our previously approved Protection for Community Association Leaders (PCAL) product.

Company and Contact

Filing Contact Information

Christina Cresenzi, Industry Filer ccrenzeni@chubb.com
82 Hopmeadow Street 860-408-2380 [Phone]
Simsbury, CT 06070-7683 860-408-2047 [FAX]

Filing Company Information

Executive Risk Indemnity Inc.	CoCode: 35181	State of Domicile: Delaware
C/O The CT Corporation System	Group Code: 626	Company Type: Stock
1209 Orange Street	Group Name: Chubb	State ID Number:
Wilmington, DE 19801- 1120	FEIN Number: 13-2912259	
(908) 572-2000 ext. [Phone]		

Federal Insurance Company	CoCode: 20281	State of Domicile: Indiana
One American Square	Group Code: 626	Company Type: Stock
202 N. Illinois St.	Group Name: Chubb	State ID Number:
Suite 2600	FEIN Number: 13-1963496	
Indianapolis, IN 46282		
(908) 572-2000 ext. [Phone]		

Filing Fees

Fee Required? No
Retaliatory? No
Fee Explanation:

State: District of Columbia

First Filing Company:

Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Protection For Community Association

Project Name/Number: 20-PR-2017940/20-PR-2017940

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		DELETE ENDORSEMENT(S)	14-02-6365	(12/2001)	END	New			14-02-6365.pdf
2		AMEND DEDUCTIBLE AMOUNTS ENDORSEMENTS	14-02-6451	(02/2002)	END	New			14-02-6451.pdf
3		AMEND LIMIT OF LIABILITY ENDORSEMENT	14-02-6453	(02/2002)	END	New			14-02-6453.pdf
4		AMEND PRINCIPAL ADDRESS ENDORSEMENT	14-02-6457	(02/2002)	END	New			14-02-6457.pdf
5		AMEND INSURED ENDORSEMENT	14-02-6458	(02/2002)	END	New			14-02-6458.pdf
6		AMEND POLICY PERIOD ENDORSEMENT	14-02-6460	(02/2002)	END	New			14-02-6460.pdf
7		SPECIFIC ENTITY EXCLUSION ENDORSEMENT	14-02-6678	(05/2002)	END	New			14-02-6678.pdf
8		AMEND DEFINITION OF "LOSS" ENDORSEMENT	14-02-6679	(05/2002)	END	New			14-02-6679.pdf
9		CANCELLATION ENDORSEMENT	14-02-6693	(05/2002)	END	New			14-02-6693.pdf
10		ADD ACQUIRED SUBSIDIARY ENDORSEMENT	14-02-6758	(7/2002)	END	New			14-02-6758.pdf
11		SECURITIES EXCLUSION ENDORSEMENT	14-02-7816	(02/2019)	END	New			14-02-7816_003.pdf
12		MASS OR CLASS ACTION DEDUCTIBLE AMOUNT ENDORSEMENT	14-02-7826	(03/2016)	END	New			14-02-7826_002.pdf
13		AMEND ITEM 1 OF THE DECLARATIONS ENDORSEMENT	14-02-8599	(6/2003)	END	New			14-02-8599.pdf

SERFF Tracking #:

ACEH-132237105

State Tracking #:

Company Tracking #:

20-PR-2017940

State: District of Columbia

First Filing Company:

Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Protection For Community Association

Project Name/Number: 20-PR-2017940/20-PR-2017940

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
14		AMEND ITEM 8 OF THE DECLARATIONS ENDORSEMENT	14-02-8647	(7/2003)	END	New			14-02-8647.pdf
15		INSURED VERSUS INSURED EXCLUSION ENDORSEMENT	14-02-9140	(2/2004)	END	New			14-02-9140.pdf
16		SPECIFIC MATTER EXCLUSION ENDORSEMENT	14-02-9972	(8/2004)	END	New			14-02-9972.pdf
17		PENDING OR PRIOR LITIGATION EXCLUSION FOR INCREASED LIMITS ENDORSEMENT	14-02-10230	(9/2004)	END	New			14-02-10230.pdf
18		PRIOR ACTS EXCLUSION FOR SPECIFIC COVERAGE SECTION ENDORSEMENT	14-02-10438	(11/2004)	END	New			14-02-10438.pdf
19		AMEND DEFINITION OF INSURED PERSON ENDORSEMENT	14-02-13196	(06/2007)	END	New			14-02-13196.pdf
20		PENSION PROTECTION ACT ENHANCEMENT ENDORSEMENT	14-02-13684	(03/2014)	END	New			14-02-13684.pdf
21		AMEND SECTION VII. REPRESENTATIONS AND SEVERABILITY ENDORSEMENT	14-02-15287	(08/2009)	END	New			14-02-15287.pdf
22		AMEND LIMITS AND DEDUCTIBLE ENDORSEMENT	14-02-16801	(03/2010)	END	New			14-02-16801.pdf
23		AMEND EXCLUSION (D) ENDORSEMENT	14-02-16836	(03/2016)	END	New			14-02-16836_002.pdf
24		AMEND SECTION VII(A) REPRESENTATIONS AND SEVERABILITY ENDORSEMENT	14-02-17220	(02/2019)	END	New			14-02-17220_002.pdf

SERFF Tracking #:

ACEH-132237105

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20-PR-2017940

State: District of Columbia

First Filing Company:

Executive Risk Indemnity Inc., ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations

Product Name: Protection For Community Association

Project Name/Number: 20-PR-2017940/20-PR-2017940

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
25		SEXUAL BEHAVIOR EXCLUSION ENDORSEMENT	14-02-18285	(07/2011)	END	New			14-02-18285.pdf
26		INCREASE LIMITS OF LIABILITY FOR EMPLOYEE THEFT COVERAGE ENDORSEMENT (WHERE STATUTORILY REQUIRED)	14-02-18565	(12/2011)	END	New			14-02-18565.pdf
27		PRIVACY AND DATA BREACH EXCLUSIONS ENDORSEMENT	14-02-19779	(02/2019)	END	New			14-02-19779.pdf
28		SOCIAL ENGINEERING FRAUD COVERAGE ENDORSEMENT	14-02-22148	(09/2016)	END	New			14-02-22148.pdf
29		AMEND SECTION II. GENERAL DEFINITIONS PROPERTY MANAGER ENDORSEMENT	14-02-22153	(02/2019)	END	New			14-02-22153_002.pdf
30		INCREASE LIMITS OF LIABILITY FOR EMPLOYEE THEFT COVERAGE ENDORSEMENT (WHERE STATUTORILY REQUIRED)	FL-218564	(05/2018)	END	New			FL-218564.pdf
31		SOCIAL ENGINEERING FRAUD COVERAGE ENDORSEMENT	PF-268005	(11/2018)	END	New			PF-268005.pdf
32		AMEND OTHER INSURANCE	PF-270872	(01/2019)	END	New			PF-270872.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions

SERFF Tracking #:	ACEH-132237105	State Tracking #:		Company Tracking #:	20-PR-2017940
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State:	District of Columbia	First Filing Company:	Executive Risk Indemnity Inc., ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations		
Product Name:	Protection For Community Association		
Project Name/Number:	20-PR-2017940/20-PR-2017940		

ERS	Election/Rejection/Supplemental Applications	OTH	Other
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ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

DELETE ENDORSEMENT(S)

In consideration of the premium charged, it is agreed that Endorsement Number(s) <ENDNO2> is/are deleted.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEDUCTIBLE AMOUNTS ENDORSEMENTS

In consideration of the premium charged, it is agreed that Item <NUMBER> of the Declarations, Deductible Amounts, is amended to read in its entirety as follows:

<TEXT2>

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND LIMIT OF LIABILITY ENDORSEMENT

In consideration of the premium charged, it is agreed that Item <NUMBER> of the Declarations, Limit of Liability, is amended to read in its entirety as follows:

<TEXT2>

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND PRINCIPAL ADDRESS ENDORSEMENT

In consideration of the premium charged, it is agreed that Item <NUMBER> of the Declarations, Principal Address, is amended to read in its entirety as follows:

<TEXT2>

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND INSURED ENDORSEMENT

In consideration of the premium charged, it is agreed that Item <NUMBER> of the Declarations, Insured, is amended to read in its entirety as follows:

<TEXT2>

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND POLICY PERIOD ENDORSEMENT

In consideration of the premium charged, it is agreed that Item <NUMBER> of the Declarations, Policy Period, is amended to read in its entirety as follows:

<TEXT2>

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SPECIFIC ENTITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) The term **Insured Organization** as defined in Section II General Definitions (F) of the General Terms and Conditions of this Policy shall not include:

<ENTITY(IES)>

- (2) No coverage will be available under this Policy for any **Claim** directly or indirectly based upon, arising from, or in consequence of the entity(ies) specified in paragraph (1) above.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEFINITION OF "LOSS" ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Subparagraph (4) of Section II Definitions (I) of the Coverage Section identified above is amended to read in its entirety as follows:
 - (4) taxes, fines or penalties;
- (2) The first paragraph of Section II Definitions (I) of the Coverage Section identified above is amended to read in its entirety as follows:
 - (I) **Loss** means the total amount which any **Insured** becomes legally obligated to pay as a result of any **Claim** made against any Insured for **Wrongful Acts**, including, but not limited to, damages (including punitive or exemplary damages, to the extent such damages are insurable under the law of any jurisdiction which has a substantial relationship to the **Insureds**, the **Company**, this Coverage Section or the **Claim** and which is most favorable to the insurability of such damages), judgments, settlements, pre-judgment and post-judgment interest and **Defense Costs**. **Loss** does not include:

Subparagraphs (1), (2), (3), (5) and (6) of Section II Definitions (I) of the Coverage Section identified above shall remain unchanged.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

CANCELLATION ENDORSEMENT

In consideration of a return premium of <RETURNPREM>, this Policy is cancelled effective <DATE>.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

ADD ACQUIRED SUBSIDIARY ENDORSEMENT

In consideration of the additional premium of <ADDPREM> charged, it is agreed that the term **Insured Organization**, as defined in Section II General Definitions (F) of the General Terms and Conditions of the Policy, is amended to include <SUBSIDIARY>; provided that solely with respect to <SUBSIDIARY>:

1. With respect to the Directors and Officers Liability Coverage Section, any coverage that may be afforded under the Directors and Officers Liability Coverage Section shall apply only to **Loss** on account of **Claims** first made against <SUBSIDIARY>, including the **Insured Persons** thereof, on or after <ACQDATESUB>, for **Wrongful Acts** committed, attempted, or allegedly committed or attempted by <SUBSIDIARY>, including the **Insured Persons** thereof, on or after <ACQDATESUB>. No coverage will be available under this Policy for **Loss** on account of **Claims** first made against <SUBSIDIARY>, including the **Insured Persons** thereof, for **Wrongful Acts** committed, attempted, or allegedly committed or attempted by <SUBSIDIARY>, including the **Insured Persons** thereof, prior to <ACQDATESUB>.
2. With respect to the Crime Coverage Section, any coverage that may be afforded under the Crime Coverage Section shall apply only to direct losses sustained by <SUBSIDIARY> on or after <ACQDATESUB>, subject at all times to Section VII Liability for Prior Losses of the Crime Coverage Section.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SECURITIES EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed solely with respect to the Directors & Officers Liability Coverage Section, that no coverage will be available under this Policy for **Loss** on account of any **Claim** directly or indirectly based upon, arising from, or in consequence of the actual or alleged violation of the Securities Act of 1933, Securities Exchange Act of 1934, Investment Act of 1940, any state "blue sky" securities law, or any other federal, state or local securities law or any amendments thereto or any rules or regulations promulgated thereunder or any other provision of statutory or common law used to impose liability in connection with the offer to sell or purchase, or the sale or purchase of securities.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

MASS OR CLASS ACTION DEDUCTIBLE AMOUNT ENDORSEMENT

In consideration of the premium charged, it is agreed that:

(1) Item 4(B) of the Declarations for this Coverage Section is amended to read in its entirety as follows:

(B) Deductible Amounts:

- | | | |
|-----|--------------------------------------|-----------|
| (1) | Non-Indemnifiable Loss: | None |
| (2) | Non-Mass or Non-Class Action: | <DEDAMT> |
| (3) | Mass or Class Action: | <DEDAMT1> |

(2) Section VI(C), Limits of Liability and Deductible, of this Coverage Section is amended to read in its entirety as follows:

(C) The **Company's** liability under this Coverage Section shall apply only to that part of **Loss** arising from each **Claim** or **Related Claims** which is excess of the applicable Deductible Amount set forth in Item 4(B) of the Declarations for this Coverage Section. The Deductible Amount applicable to each **Non-Mass or Non-Class Action** shall be the amount set forth in Item 4(B)(2) of the Declarations for this Coverage Section. The Deductible Amount applicable to each **Mass or Class Action** shall be the amount set forth in Item 4(B)(3) of the Declarations for this Coverage Section. If at any time a **Claim** ceases to be a **Mass or Class Action**, and becomes a **Non-Mass or Non-Class Action**, the Deductible Amount applicable to such **Claim** shall be the amount set forth in Item 4(B)(1) of the Declarations for this Coverage Section, however, no Deductible Amount borne by the **Insureds** while the **Claim** was a **Mass or Class Action** will be reimbursed or indemnified by the Company. If at any time a **Claim** ceases to be a **Non-Mass or Non-Class Action**, and becomes a **Mass or Class Action**, the Deductible Amount applicable to such **Claim** shall be the amount set forth in Item 4(B)(3) of the Declarations for this Coverage Section.

(3) For the purposes of this endorsement, the following terms shall have the meanings set forth below:

(a) **Mass or Class Action** means any **Claim** brought or maintained:

- (1) by or on behalf of five or more natural persons, whether or not such natural persons are represented by one or more legal counsel;
 - (2) by or on behalf of one to four natural persons if any of such natural persons are making a pattern and practice or systemic discrimination allegation and are seeking monetary relief on behalf of a class or group of complainants in order to resolve such **Claim**, whether or not such natural persons are represented by one or more legal counsel; or
 - (3) by a governmental entity, department or agency making a pattern and practice or systemic discrimination allegation or seeking monetary relief on behalf of a class or group of complainants in order to resolve such **Claim**.
- (b) **Non-Mass or Non-Class Action** means any **Claim** brought or maintained by or on behalf of one to four natural persons, whether or not such natural persons are represented by one or more legal counsel, provided that: (a) none of such natural persons are making a pattern and practice or systemic discrimination allegation; and/or (b) none of such natural persons are seeking monetary relief on behalf of a class or group of complainants in order to resolve such **Claim**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND ITEM 1 OF THE DECLARATIONS ENDORSEMENT

In consideration of the premium charged, it is agreed that Item 1 of the Declarations is amended to read in its entirety as follows:

Item 1. **Parent Corporation:** <PARENTCORP>

Principle Address:

<ADDRESS>

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND ITEM 8 OF THE DECLARATIONS ENDORSEMENT

In consideration of the premium charged, it is agreed that Item 8 of the Declarations of the Coverage Section identified above is amended to read in its entirety as follows:

Item 8. Property Manager:

<NAME>

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

INSURED VERSUS INSURED EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that in addition to, and not in limitation of, Section III Exclusions (B)(4) of this Coverage Section, no coverage will be available under this Coverage Section for **Loss** on account of any **Claim** brought or maintained by or on behalf of any **Insured**; provided that this exclusion shall not apply to any **Claim** for **Employment Practices**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SPECIFIC MATTER EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that no coverage will be available under this Coverage Section for **Loss** on account of any **Claim** directly or indirectly based upon, arising from, or in consequence of any fact, circumstance, situation, transaction, event or matter described or cited in <DESCRIBEDOCUMENT>, or the same or any substantially similar fact, circumstance, situation, transaction, event or matter.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PENDING OR PRIOR LITIGATION EXCLUSION FOR INCREASED LIMITS ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) No coverage will be available under this coverage section for **Loss** on account of any **Claim** directly or indirectly based upon, arising from, or in consequence of any claim, demand, suit, arbitration, administrative or grievance proceeding or other proceeding pending, or order, decree or judgment entered for or against any **Insured** on or prior to <DATEINCREASE>, or the same or any substantially similar fact, circumstance or situation underlying or alleged therein.
- (2) This endorsement shall only apply to the limit of liability of <LIMITINCPERCLAIM> in excess of <LIMITOLD> for each **Claim** and <LIMITOFLIABINC> in excess of <LIMITEACHPOLPER> for each **Policy Year**.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PRIOR ACTS EXCLUSION FOR SPECIFIC COVERAGE SECTION ENDORSEMENT

In consideration of the premium charged, it is agreed that no coverage will be available under this Coverage Section for **Loss** on account of any **Claim** based upon, arising from, or in consequence of any **Wrongful Act** committed, attempted, or allegedly committed or attempted in whole or in part prior to <PRIORACTDATE>.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND DEFINITION OF INSURED PERSON ENDORSEMENT

In consideration of the premium charged, it is agreed that the term **Insured Person**, as defined in Section II Definitions (H) of the Coverage Section identified above, is amended to include any natural person acting in the following capacity:

<CAPACITY>.

The title and any headings in this endorsement are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PENSION PROTECTION ACT ENHANCEMENT ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) The definition of **Employee** as defined in Section II., Definitions, Paragraph (J) of this coverage section, subparagraph (3) is deleted and replaced with the following:
 - (3) natural person fiduciary, trustee, administrator or **Employee** of a **Sponsored Plan** and any other natural person who handles ERISA plan assets who is required to be bonded in connection with such **Sponsored Plan** by Title 1 of the Employee Retirement Income Security Act of 1974, as amended and the Pension Protection Act of 2006.
- (2) The definition of **Sponsored Plan** as defined in Subsection II., Definitions, Paragraph (BB) of this coverage section, subparagraph (2) is deleted and replaced with the following:
 - (2) any other employee benefit plan or program not subject to Title 1 of the Employee Retirement Income Security Act of 1974, as amended, or the Pension Protection Act of 2006, sponsored solely by the **Insured Organization** for the benefit of the **Employees**, including any excess benefit plan; or
- (3) Subsection V., Sponsored Plan, the first full paragraph is deleted and replaced with the following:

Solely with respect to any **Sponsored Plan**, payment by the **Company** for covered loss shall be to the **Sponsored Plan** sustaining such loss. If such payment is in excess of the amount of coverage required by Title 1 of the Employee Retirement Income Security Act of 1974 for said Plan(s), such excess shall be held for the use and benefit of any other named Plan(s) should such Plan(s) also discover loss recoverable hereunder.

With respect to any **Sponsored Plan**:

- a. if covered loss is sustained by any **Sponsored Plan** which does not have any employer securities, the Limit of Liability applicable to such covered loss shall be the lesser of ten percent (10%) of the **Sponsored Plan's** funds handled as of the beginning of such **Sponsored Plan's** fiscal year or five hundred thousand dollars (\$500,000) ("Amended Limit of Liability"); or

- b. if covered loss is sustained by any **Sponsored Plan** which does have any employer securities, the Limit of Liability applicable to such covered loss shall be the lesser of ten percent (10%) of the **Sponsored Plan's** funds handled as of the beginning of such **Sponsored Plan's** fiscal year or one million (\$1,000,000) ("Amended Limit of Liability");

provided that, in all events, (i) if the applicable Limit of Liability as set forth in Item 5 of the Declarations of this coverage section is less than the amounts set forth in paragraphs a. or b. above, then the applicable Limit of Liability shall be amended to the respective amounts set forth in paragraphs a. or b. above; or (ii) if the applicable Limit of Liability as set forth in Item 5 of the Declarations of this coverage section equals or exceeds the amounts set forth in paragraphs a. or b. above, then the applicable Limit of Liability shall be the Limit of Liability as set forth in Item 5 of the Declarations of this coverage section.

Provided, however, that the following additional conditions shall also apply with respect to such coverage:

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND SECTION VII. REPRESENTATIONS AND SEVERABILITY ENDORSEMENT

In consideration of the premium charged, it is agreed that the General Terms and Conditions Section is amended by adding the following to subparagraph (A) of Section VII, Representations and Severability:

This Policy may have been issued on the basis of an application which uses terms or phrases that differ in certain respects from the defined terms set forth in this Policy. The use of that application was for the convenience of the persons and entities seeking coverage under the Policy, and no inconsistency between any of the terms or phrases used in the application and the defined terms set forth in the Policy is intended, nor shall it be construed, to vary, alter or amend any of the terms, conditions and limitations of, or endorsements to the Policy.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND LIMITS AND DEDUCTIBLE ENDORSEMENT

In consideration of the premium charged, it is agreed that Item 5. of the Declarations of the General Terms and Conditions, is amended to read in its entirety as follows:

<u>Insuring Clauses</u>	<u>Limits of Liability</u>	<u>Deductible Amount</u>
(A) Insuring Clause (A), Employee Theft: Property Manager Theft Sublimit:	<LIMIT> <SUBLIMIT>	<DEDUCTIBLE>
(B) Insuring Clause (B), Premises:	<LIMIT1>	<DEDUCTIBLE2>
(C) Insuring Clause (C), In Transit:	<LIMIT2>	<DEDUCTIBLE3>
(D) Insuring Clause (D), Forgery:	<LIMIT3>	<DEDUCTIBLE4>
(E) Insuring Clause (E), Computer Fraud:	<LIMIT4>	<DEDUCTIBLE5>
(F) Insuring Clause (F), Funds Transfer Fraud:	<LIMIT5>	<DEDUCTIBLE6>
(G) Insuring Clause (G), Money Orders And Counterfeit Currency Fraud:	<LIMIT6>	<DEDUCTIBLE7>
(H) Insuring Clause (H), Credit Card Fraud:	<LIMIT7>	<DEDUCTIBLE8>
(I) Insuring Clause (I), Client:	<LIMIT8>	<DEDUCTIBLE9>
(J) Insuring Clause (J), Expense:	<LIMIT9>	<DEDUCTIBLE10>

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND EXCLUSION (D) ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) Exclusion (D) as set forth in Subsection III., Exclusions, of this Coverage Section, is deleted and replaced with the following:

(D) The **Company** shall not be liable for **Loss** on account of any **Claim** where all or part of such **Claim** is directly or indirectly based upon, arising from, in consequence of, or in any manner related to any:

(1) mental or emotional distress (except with respect to any otherwise covered **Claim** for **Employment Practices** or for any "Third Party Wrongful Act" (as defined below)), bodily injury, sickness, disease or death of any person; or

(2) **Construction Defect** or **Specified Peril**.

- (2) For purposes of this endorsement, the following terms shall apply:

"Third Party" means any natural person who is:

- (i) a customer, vendor, service provider, other business invitee of the **Insured Organization**,
- (ii) a past or present renter or owner of the **Insured Organization's** units and/or apartments, or
- (iii) a potential renter or purchaser of the **Insured Organization's** units and/or apartments.

"Third Party Wrongful Act" means any discrimination against a **Third Party** committed, attempted, or allegedly committed or attempted by any **Insured Organization** or by any **Insured Person** in his or her **Insured Capacity**, based upon such **Third Party's** race, color, religion, creed, age, sex, national origin, disability, pregnancy, HIV status, marital status, sexual orientation or preference, military status or other status that is protected pursuant to any applicable federal, state, or local statutory law or common law anywhere in the world.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND SECTION VII(A) REPRESENTATIONS AND SEVERABILITY ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to <COVERAGESECTION>, Section VII(A), Representations and Severability, of the General Terms and Conditions of this Policy is deleted and replaced with the following:

- (A) In granting coverage to the **Insureds** under this Policy, the Company has relied upon:
- (1) the declarations, statements and warranties contained in the <CARRIERNAME> application, dated <DATE>, and all other documentation and materials attached to, submitted with, or included in such application; and
 - (2) any documentation and materials submitted directly to the Company by the **Insured Organization** or any **Insured Persons** in connection with the underwriting of Policy.

Such declarations, statements, warranties, documentation and materials are the basis of the coverage under this Policy and shall be considered as incorporated in and constituting part of this Policy.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SEXUAL BEHAVIOR EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that:

- (1) The Company shall not be liable for **Loss** on account of any **Claim** directly or indirectly based upon, arising from or in consequence of any actual or alleged **Sexual Behavior**.
- (2) For purposes of this endorsement, **Sexual Behavior** means any verbal or non-verbal act, communication, contact or other conduct involving sexual abuse, intimidation, molestation, discrimination, harassment or lewdness.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

**INCREASE LIMITS OF LIABILITY FOR EMPLOYEE THEFT COVERAGE ENDORSEMENT
(WHERE STATUTORILY REQUIRED)**

In consideration of the premium charged, it is agreed that Item 5. of the Declarations is amended solely with respect to Insuring Clause (A), Employee Theft, of the Crime Coverage section, by adding the following:

If the **Insured** can prove to the **Company's** satisfaction that an applicable state law or the by-laws of the **Parent Corporation** require that the **Parent Corporation** maintain a minimum limit of liability for Insuring Clause (A), Employee Theft Coverage, as of the day the loss sustained under such Insuring Clause is **Discovered**, that is higher than the limit of liability stated above, then the limit of liability stated above shall be increased by an additional amount to meet such requirements, provided however, in no event shall such additional amount exceed the lesser of 20% of the limit of liability stated above or \$60,000.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement: <TRXEFFDATE>

Company: <CARRNAME>

Endorsement No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

PRIVACY AND DATA BREACH EXCLUSIONS ENDORSEMENT

In consideration of the premium charged, it is agreed that:

1. Exclusion (A)(2) of this Coverage Section is deleted.
2. No coverage will be available under this Coverage Section for:
 - (i) loss involving the disclosure of an **Insured's** or another entity or person's confidential or personal information while in the care, custody or control of an **Insured** including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any similar type of nonpublic information;
 - (ii) loss involving the use of another entity or person's confidential or personal information while in the care, custody or control of an **Insured** including, but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any similar type of nonpublic information; or
 - (iii) fees, costs, fines, penalties or any other expenses incurred by an **Insured** which result, directly or indirectly, from the access to or disclosure of another entity or person's confidential or personal information, including but not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any similar type of nonpublic information,

provided, however, that the above exclusions 2(i) and 2(ii) shall not apply to loss that is otherwise covered under any Insuring Clause other than Insuring Clause (J), Expense Coverage.

3. The definition of **Property** in Section II, Definitions, of this Coverage Section shall not include any **Insured's** or another entity or person's confidential or personal information

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SOCIAL ENGINEERING FRAUD COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to the coverage afforded by this endorsement, the following shall apply:

- (1) Item 5. of the Declarations of the General Terms and Conditions Section is amended to include the following:

Item 5.

Insuring Clauses	Limits of Liability	Deductible Amounts
Social Engineering Fraud Coverage:	\$10,000	\$<DEDAMT>

- (2) The following Insuring Clause is added:

Social Engineering Fraud Coverage Insuring Clause

The **Company** shall pay the **Parent Corporation** for loss resulting from an **Insured Organization** having transferred, paid or delivered any **Money** or **Securities** as the direct result of **Social Engineering Fraud** committed by a person purporting to be a **Vendor**, **Client**, or an **Employee** who was authorized by the **Insured Organization** to instruct other **Employees** to transfer **Money** or **Securities**.

- (3) Subsection II, Definitions, is amended to include the following terms:

Vendor means any entity or natural person that has provided goods or services to an **Insured Organization** under a legitimate pre-existing arrangement or written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity.

Social Engineering Fraud means the intentional misleading of an **Employee**, through misrepresentation of a material fact which is relied upon by an **Employee**, believing it be genuine.

- (4) Subsection III., Exclusion (A)(12) is deleted.
- (5) Subsection III., Exclusion (A)(15) is deleted and replaced with the following:
 - (15) loss due to the unlawful taking of **Money, Securities or Property, Computer Fraud, Social Engineering Fraud** or any other fraudulent, dishonest or criminal act (other than **Robbery or Safe Burglary**), by any authorized representative of the **Insured Organization**, other than an **Employee or Natural Person Property Manager**, provided that such authorized representative is not acting in collusion with any **Employee or Natural Person Property Manager**.
- (6) Subsection III., Exclusion (D) is deleted and replaced with the following:
 - (D) No coverage will be available under Insuring Clauses (B), (C), (E), (F) or the Social Engineering Fraud Coverage Insuring Clause for loss or damage of **Money, Securities** or other property as a result of a kidnap, ransom or other extortion payment (as distinct from **Robbery**) surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to the **Premises** or other property.
- (7) No coverage will be available under Social Engineering Fraud Coverage Insuring Clause for:
 - (a) loss or damage due to **Theft** by an **Employee, Forgery, Computer Fraud, Funds Transfer Fraud, Money Orders and Counterfeit Currency Fraud or Credit Card Fraud**;
 - (b) loss of or damage to **Money or Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company;
 - (c) loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
 - (d) loss due to the failure, malfunction, inadequacy or illegitimacy of any product or service;
 - (e) loss due to the failure of any party to perform in whole or in part under any contract;
 - (f) loss due to the extension of any loan, credit or similar promise to pay;
 - (g) loss due to any gambling, game of chance, lottery or similar game;
 - (h) loss of or damage to any **Property**;
 - (i) loss due to any party's use of or acceptance of any credit card, debit card or similar instrument, whether or not genuine.
- (8) No coverage will be available under Insuring Clauses (D), (E) and (F) for loss or damage to **Money, Securities or Property** as a result of **Social Engineering Fraud**.
- (9) Subsection VIII., Limits of Liability and Deductibles, is amended to include the following:

The **Company's** maximum liability for each loss shall not exceed the Limit of Liability applicable to the Social Engineering Fraud Insuring Clause for all loss or losses resulting from any act, casualty or event, any series of related acts, casualties or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty or event or series of acts, casualties or events was committed or occurred before or during the **Policy Period**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND SECTION II. GENERAL DEFINITIONS PROPERTY MANAGER ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to the coverage section(s) selected under Section II. General Definitions (K) and (L), of the General Terms and Conditions of this Policy is deleted and replaced with the following:

- (K) **Property Manager** means the entity or natural persons specifically named, if any, in Item 8 of the Declarations, and any entities or natural persons specifically named as property managers and provided coverage under any policy of which this Policy is a renewal or replacement. If any **Property Manager** provided coverage under this Policy, or any policy of which this Policy is a renewal or replacement, is an entity, the term Property Manager shall also include Property Manager Employees employed by such entity to provide real estate property management services to the Insured Organization.
- (L) **Property Manager Employee** means any:
- (1) natural person in the regular service of a **Property Manager** in the ordinary course of such **Property Manager's** business, whom such **Property Manager** governs and directs in the performance of such service, including any part time, seasonal, leased or temporary employee, or
 - (2) duly elected or appointed director, officer, member of the Board of Managers or management committee member while performing acts within the usual scope of a **Property Manager Employee**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

INCREASE LIMITS OF LIABILITY FOR EMPLOYEE THEFT COVERAGE ENDORSEMENT
(WHERE STATUTORILY REQUIRED)

In consideration of the premium charged, it is agreed that Item 5. of the Declarations is amended solely with respect to Insuring Clause (A), Employee Theft, of the Crime Coverage section, by adding the following:

If the **Insured** can prove to the **Company's** satisfaction that an applicable state law or the by-laws of the **Parent Corporation** require that the **Parent Corporation** maintain a minimum limit of liability for Insuring Clause (A), Employee Theft Coverage, as of the day the loss sustained under such Insuring Clause is **Discovered**, that is higher than the limit of liability stated above, then the limit of liability stated above shall be increased by an additional amount to meet such requirements, provided however, in no event shall such additional amount exceed the lesser of 25% of the limit of liability stated above or \$125,000.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

SOCIAL ENGINEERING FRAUD COVERAGE ENDORSEMENT

In consideration of the premium charged, it is agreed that solely with respect to the coverage afforded by this endorsement, the following shall apply:

- (1) Item 5. of the Declarations of the General Terms and Conditions Section is amended to include the following:

Item 5.

Insuring Clauses	Limits of Liability	Deductible Amounts
Social Engineering Fraud Coverage:	\$<LIMIT>	\$<DEDAMT>

- (2) The following Insuring Clause is added:

Social Engineering Fraud Coverage Insuring Clause

The **Company** shall pay the **Parent Corporation** for loss resulting from an **Insured Organization** having transferred, paid or delivered any **Money** or **Securities** as the direct result of **Social Engineering Fraud** committed by a person purporting to be a **Vendor**, **Client**, or an **Employee** who was authorized by the **Insured Organization** to instruct other **Employees** to transfer **Money** or **Securities**.

- (3) Subsection II, Definitions, is amended to include the following terms:

Vendor means any entity or natural person that has provided goods or services to an **Insured Organization** under a legitimate pre-existing arrangement or written agreement. However, **Vendor** does not include any financial institution, asset manager, broker-dealer, armored motor vehicle company, or any similar entity.

Social Engineering Fraud means the intentional misleading of an **Employee**, through misrepresentation of a material fact which is relied upon by an **Employee**, believing it be genuine.

- (4) Subsection III., Exclusion (A)(12) is deleted.
- (5) Subsection III., Exclusion (A)(15) is deleted and replaced with the following:
 - (15) loss due to the unlawful taking of **Money, Securities or Property, Computer Fraud, Social Engineering Fraud** or any other fraudulent, dishonest or criminal act (other than **Robbery or Safe Burglary**), by any authorized representative of the **Insured Organization**, other than an **Employee or Natural Person Property Manager**, provided that such authorized representative is not acting in collusion with any **Employee or Natural Person Property Manager**.
- (6) Subsection III., Exclusion (D) is deleted and replaced with the following:
 - (D) No coverage will be available under Insuring Clauses (B), (C), (E), (F) or the Social Engineering Fraud Coverage Insuring Clause for loss or damage of **Money, Securities** or other property as a result of a kidnap, ransom or other extortion payment (as distinct from **Robbery**) surrendered to any person as a result of a threat to do bodily harm to any person or a threat to do damage to the **Premises** or other property.
- (7) No coverage will be available under Social Engineering Fraud Coverage Insuring Clause for:
 - (a) loss or damage due to **Theft** by an **Employee, Forgery, Computer Fraud, Funds Transfer Fraud, Money Orders and Counterfeit Currency Fraud or Credit Card Fraud**;
 - (b) loss of or damage to **Money or Securities** while in the mail or in the custody of any carrier for hire, including but not limited to any armored motor vehicle company;
 - (c) loss due to any investment in **Securities**, or ownership in any corporation, partnership, real property, or similar instrument, whether or not such investment is genuine;
 - (d) loss due to the failure, malfunction, inadequacy or illegitimacy of any product or service;
 - (e) loss due to the failure of any party to perform in whole or in part under any contract;
 - (f) loss due to the extension of any loan, credit or similar promise to pay;
 - (g) loss due to any gambling, game of chance, lottery or similar game;
 - (h) loss of or damage to any **Property**;
 - (i) loss due to any party's use of or acceptance of any credit card, debit card or similar instrument, whether or not genuine.
- (8) No coverage will be available under Insuring Clauses (D), (E) and (F) for loss or damage to **Money, Securities or Property** as a result of **Social Engineering Fraud**.
- (9) Subsection VIII., Limits of Liability and Deductibles, is amended to include the following:

The **Company's** maximum liability for each loss shall not exceed the Limit of Liability applicable to the Social Engineering Fraud Insuring Clause for all loss or losses resulting from any act, casualty or event, any series of related acts, casualties or events, or any act or series of acts committed by one natural person or entity, or in which the same group of natural persons or entities acting together are implicated, regardless of whether such act, casualty or event or series of acts, casualties or events was committed or occurred before or during the **Policy Period**.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

ENDORSEMENT/RIDER

<COVSECT>

Effective date of
this endorsement/rider: <TRXEFFDATE>

<CARRNAME>

Endorsement/Rider No. <EN>

To be attached to and
form a part of Policy No. <POLICYNO>

Issued to: <ACCTNAME>

AMEND OTHER INSURANCE

In consideration of the premium charged, it is agreed that Section XII, Other Insurance of this Coverage Section is deleted and replaced with the following:

XII. OTHER INSURANCE

If the **Insured** or any other party in interest in any loss covered under this Coverage Section is insured under any other valid and collectible insurance policy(ies), then this coverage section shall cover such loss, subject to its limitations, conditions, provisions and other terms, only to the extent that the amount of such loss is in excess of the applicable retention (or deductible) and limit of liability under such other insurance, whether such other insurance is stated to be primary, contributory, excess insurance over the Limits of Liability provided in this Coverage Section. Any payment by Insured's of a retention or deductible under such other insurance shall deplete, by the amount of such payment which would otherwise be covered under this coverage section, the applicable deductible under this Coverage Section.

The title and any headings in this endorsement/rider are solely for convenience and form no part of the terms and conditions of coverage.

All other terms, conditions and limitations of this Policy shall remain unchanged.

<ENDSIG>

Authorized Representative

State:	District of Columbia	First Filing Company:	Executive Risk Indemnity Inc., ...
TOI/Sub-TOI:	17.0 Other Liability-Occ/Claims Made/17.0000 Other Liability Sub-TOI Combinations		
Product Name:	Protection For Community Association		
Project Name/Number:	20-PR-2017940/20-PR-2017940		

Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Forms List
Comments:	
Attachment(s):	DC PCAL 20-PR-2017940 forms list.pdf
Item Status:	
Status Date:	



Protection for Community Association Leaders

District of Columbia Forms List

Filing Number:

20-PR-2017940

Company:**Federal Insurance Company &
Executive Risk Indemnity Inc.**

Form Number & Edition Date	Form Name/Title	Usage Rules	Applicable Coverage Form	Mandatory (M) / Optional (O)
14-02-10230 (09/2004)	Pending or Prior Litigation Exclusion for Increased Limits Endorsement	adds new pending or prior litigation exclusion that applies to the new part of the increased limit.	D&O 14-02-6031, C32084	O
14-02-10438 (11/2004)	Prior Acts Exclusion for Specific Coverage Section Endorsement	Prior Acts Exclusion for D&O 14-02-6031, C32084 Coverage Section	D&O 14-02-6031, C32084	O
14-02-13196 (06/2007)	Amend Definition of Insured Person Endorsement	amend definition of Insured Person to include the specified natural person	D&O 14-02-6031, C32084	O
14-02-13684 (3/2014)	Pension Protection Act Enhancement Endorsement	Incorporates new Pension Protection Act bonding requirements	Crime 14-02-6034, C32086	M
14-02-15287 (08/2009)	Amend Section VII Representations and Severability Endorsement	adds language clarifying that no inconsistency between use of terms or phrases in application and the defined terms of Policy is intended	GTC 14-02-6028, C32082	O
14-02-16801 (3/2010)	Amend Limits and Deductible Endorsement	amend limits and or deductible amounts at inception or renewal, or for benefit of insured	GTC 14-02-6028, C32082	O
14-02-16836 (4/2010)	Amend Exclusion D Endorsement	Amend Bi/Pd Exclusion To Add Third Party Discrimination Exception to mental or emotional distress exclusion	D&O 14-02-6031, C32084 14-02-6031, C32084	O
14-02-17220 (02/2019)	Amend Section VII A Representations And Severability Endorsement	amends Representations and Severability section to include warranties and documentation and materials submitted in connection with the underwriting as basis of the coverage and part of Policy	GTC 14-02-6028, C32082	M
14-02-18285 (07/2011)	Sexual Behavior Exclusion Endorsement	Adds Sexual Behavior Exclusion	D&O 14-02-6031, C32084	O
14-02-18565 (12/11)	Increase Limits Of Liability For Employee Theft Coverage Endorsement Where Statutorily Required	provide for flexible limit of liability for employee theft where statutory requirement in excess of stated limit	Crime 14-02-6034, C32086	O

Form Number & Edition Date	Form Name/Title	Usage Rules	Applicable Coverage Form	Mandatory (M) / Optional (O)
14-02-19779 (2/19)	Privacy and Data Breach	deletes exclusion (A) 2 (confidential information, trade secrets) and adds exclusion loss involving use, disclosure, access to, etc. of insured's or another entity or person's confidential or personal information while in the care, custody and control of Insured. Certain exception for Expense Coverage. Definition of property amended to not include Insured's or another entity or person's confidential or personal info.	Crime 14-02-6034, C32086	M
14-02-22148 (9/2016)	Social Engineering Fraud Coverage Endorsement	Adds Social Engineering Fraud Coverage (\$10,000 limit)	Crime 14-02-6034, C32086	O
14-02-22153 (02/2019)	Amend Section II General Definitions Property Manager Endorsement	Amends definition of Property Manager to include Property Manager Employee	GTC 14-02-6028, C32082	O
14-02-6365 (12/2001)	Delete Endorsements	Deletes specific endorsements.	GTC 14-02-6028, C32082, Crime 14-02-6034, C32086, D&O 14-02-6031, C32084	O
14-02-6451 (02/2002)	Amend Deductible Amounts	Amend Deductible Amounts At Inception Or Renewal Or To Benefit Insured	GTC 14-02-6028, C32082	O
14-02-6453 (02/2002)	Amend Limit of Liability	Amend Limit of Liability / at inception or renewal only; or for increased limit	GTC 14-02-6028, C32082	O
14-02-6457 (02/2002)	Amend Principle Address	Amend Item Of Declarations - Principle Address	GTC 14-02-6028, C32082	O
14-02-6458 (02/2002)	Amend Insured	Amend Item of Declarations - Amend Insured	GTC 14-02-6028, C32082	O
14-02-6460 (02/2002)	Amend Policy Period	Amend Item Policy Period of the Declarations	GTC 14-02-6028, C32082	O
14-02-6678 (05/2002)	Specific Entity Exclusion Endorsement	Excludes coverage for scheduled entity(ies)	GTC 14-02-6028, C32082, D&O 14-02-6031, C32084 & Crime 14-02-6034, C32086	O
14-02-6679 (05/2002)	Amend Definition of "Loss" Endorsement	amends definition of loss to provide for punitive, exemplary damages and multiple portion of multiplied damage award. Also adds most favorable venue language	D&O 14-02-6031, C32084	O
14-02-6693 (05/2002)	Cancellation Endorsement	Cancellation of policy at insured's request	GTC 14-02-6028, C32082	O
14-02-6758 (07/2002)	Add Acquired Subsidiary Endorsement	Add acquired subsidiary for changes in exposure of	GTC 14-02-6028, C32082	O

Form Number & Edition Date	Form Name/Title	Usage Rules	Applicable Coverage Form	Mandatory (M) / Optional (O)
14-02-7816 (02/2019)	Securities Exclusion Endorsement	Excludes securities claims	D&O 14-02-6031, C32084, GTC 14-02-6028, C32082	O
14-02-7826 (03/2016)	Mass or Class Action Deductible Amount Endorsement	Provides for separate deductible for mass/class actions	D&O 14-02-6031, C32084	O
14-02-8599 (06/2003)	Amend Item 1 of the Declarations Endorsement	amends item 1 name of parent corp. and/or principle address	GTC 14-02-6028, C32082	O
14-02-8647 (07/2003)	Amend Item 8 of the Declarations Endorsement	amends item 8 to change name of property manager	GTC 14-02-6028, C32082	O
14-02-9140 (02/2004)y	Insured Versus Insured Exclusion Endorsement	Amends Exclusion III Exclusions B (4) to add insured vs. insured exclusion with carve-back for claims for employment practices	D&O 14-02-6031, C32084	O
14-02-9972 (08/2014)	Specific Matter Exclusion Endorsement	Adds specific matter exclusion	D&O 14-02-6031, C32084	O
FL-218564 (05/2018)	Increase Limits Of Liability For Employee Theft Coverage Endorsement Where Statutorily Required	Increases employee theft coverage limit where statutorily required to meet such requirement subject to cap	Crime 14-02-6034, C32086	O
PF-268005 (11/2018)	Social Engineering Fraud Coverage Endorsement	Add Social Engineering Fraud Coverage (\$10,000) limit	Crime 14-02-6034, C32086	O
PF-270872 (01/2019)	Amend Other Insurance	replaces other insurance clause to make coverage excess of other deductible and other insurance if the insured or any other party in interest in any loss is insured under and other valid and collectible insurance policy	Crime 14-02-6034, C32086	O